

Iowa Care for Yourself – Breast and Cervical Cancer Cooperative Agreement BETWEEN THE IOWA DEPARTMENT OF PUBLIC HEALTH AND

Corporation/Lead Facility Legal Name

Mailing Address	City	State	Zip
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Contact Name	Contact Phone Number	Contact Email
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Tax ID Number	NPI Number
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The Iowa Department of Public Health (DEPARTMENT), Division of Health Promotion and Chronic Disease Prevention Iowa *Care for Yourself Program* has been awarded funds from the Centers for Disease Control and Prevention (CDC) to provide breast and cervical cancer screenings. The Iowa *Care for Yourself Program* is designed to reduce breast and cervical cancer morbidity and mortality through early detection and treatment.

The project will provide reimbursement for the following services based on approved CPT Codes paid at Medicare rates. Claim payments will be provided by an IDPH-contracted third-party claim processing and payment service.

- A. The health care CORPORATION/LEAD FACILITY and sub-facilities must be enrolled to provide appropriate/recommended breast and cervical cancer screening services to eligible participants that consist of:
- Two blood pressure measurements collected during the same office visit
 - Height, weight, and Body Mass Index (BMI)
 - Clinical breast exam
 - Pelvic exam
 - Additional Screening services as determined appropriate by the CFY Project Coordinator or health care provider may also include:
 - Pap test and HPV testing, as eligible
 - Mammography, as eligible
 - Additional Diagnostic Follow-up Screening services as determined appropriate by the CFY Project Coordinator or health care provider and may also include:
 - Breast and/or cervical diagnostic services
 - Referral for precancer and cancer treatment

The CORPORATION/LEAD FACILITY agrees to the terms and conditions set forth below.

- I. CORPORATION/LEAD FACILITY agrees to abide by the terms and conditions of program guidelines as listed in the Health Care CORPORATION/LEAD FACILITY Guide and all requirements of 641 Iowa Administrative Code, Chapter 8 (effective April 2012). CORPORATION/LEAD FACILITY agrees that the DEPARTMENT, at its sole discretion, may modify or alter program guidelines at any time.

DEPARTMENT will notify CORPORATION/LEAD FACILITY of any changes within thirty (30) days of the change(s).

- II. The DEPARTMENT will reimburse the CORPORATION/LEAD FACILITY, through its third party payer, for an office visit to include two (2) blood pressure readings, height and weight measurements, and approved breast and cervical screening and diagnostic services. All services will be reimbursed according to the current Medicare Part B Participating health care provider rate, as mandated by the authorizing Federal legislation. The DEPARTMENT will reimburse the CORPORATION/LEAD FACILITY for patient co-pay and deductibles up to the designated program rate. (See the program website at: <http://www.idph.iowa.gov/cfy> for the most up-to-date reimbursement schedule and a list of approved CPT codes with associated Medicare Part B participating health care provider rates.)
- III. The DEPARTMENT will serve as the payer of last resort for uninsured and underinsured program eligible women enrolled in the program prior to or at time of provision of services.
 - A. The CORPORATION/LEAD FACILITY agrees to accept the program reimbursement rate as payment in full and will not bill individual patients or the DEPARTMENT for any additional costs.
 - B. The CORPORATION/LEAD FACILITY shall not use DEPARTMENT funds to replace funds from other sources, such as existing federal or state funds which the CORPORATION/LEAD FACILITY uses for breast and cervical cancer and related tracking, follow-up and referral services and over which the CORPORATION/LEAD FACILITY exercises discretion.
 - C. All CORPORATION/LEAD FACILITY services pursuant to this cooperative agreement shall be performed to the satisfaction of the DEPARTMENT, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.
- IV. Reimbursement will NOT be made for services performed until the Cooperative Agreement is signed by the CORPORATION/LEAD FACILITY and the DEPARTMENT.
- V. **SUSPENSION OR TERMINATION**
 - A. The DEPARTMENT or CORPORATION/LEAD FACILITY may terminate this agreement at any time, with or without cause, upon sixty (60) days written notice to the other party. In the event of such, termination, CORPORATION/LEAD FACILITY shall be entitled to payment for services satisfactorily performed.
 - B. Continuation of this agreement beyond the last day of the program fiscal year is contingent upon continued award of funds from the Centers for Disease Control and Prevention (CDC). If these funds are not awarded, the DEPARTMENT shall immediately notify CORPORATION/LEAD FACILITY in writing thirty (30) days prior to termination.
 - C. This agreement may be temporarily suspended upon immediate notice if the DEPARTMENT determines that funds allocated for screening will soon be, or have been, expended. The agreement will automatically be resumed when additional funding is obtained, unless the CORPORATION/LEAD FACILITY notifies the DEPARTMENT in writing that the CORPORATION/LEAD FACILITY does not wish to resume participation in the program, at which point this agreement shall be deemed terminated.
- VI. **ACCOUNTS AND RECORDS**
 - A. The CORPORATION/LEAD FACILITY shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. Cash contributions made by the CORPORATION/LEAD FACILITY and third party in-kind (property or service) contributions shall be verifiable from the CORPORATION/LEAD FACILITY's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.
 - B. The CORPORATION/LEAD FACILITY shall retain all medical records for a period of six (6) years from the day the CORPORATION/LEAD FACILITY submits its final expenditure report; or in the case

of a minor patient or client, for a period of one (1) year after the patient or client attains the age of majority, whichever is later.

- C. The CORPORATION/LEAD FACILITY shall maintain the confidentiality of all records of the project in accordance with state and federal laws, rules, and regulations, and the terms of section —IX. of this Cooperative Agreement.

VII. **INSURANCE:** The CORPORATION/LEAD FACILITY shall procure and maintain such insurance as is required by applicable federal and state law and regulation. Such insurance should include, but not be limited to, the following: liability insurance, fidelity bonding of persons entrusted with handling of funds, workers compensation, unemployment insurance, and professional liability.

VIII. **INDEMNIFICATION:** The CORPORATION/LEAD FACILITY and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the DEPARTMENT and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the DEPARTMENT or the State of Iowa, related to or arising from any of the following:

- A. Any violation of this contract.
- B. Any negligent, intentional, or wrongful act or omission of the CORPORATION/LEAD FACILITY, its officers, employees, agents, board members, CORPORATION/LEAD FACILITYs or its subfacilities, or any other person in connection with this program.
- C. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- D. The CORPORATION/LEAD FACILITY's performance or attempted performance of this contract.
- E. Any failure by the CORPORATION/LEAD FACILITY to comply with all federal, state, and local laws and regulations.
- F. Any failure by the CORPORATION/LEAD FACILITY to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income, and other taxes, fees, or costs required by the CORPORATION/LEAD FACILITY to conduct business in the State of Iowa.
- G. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the CORPORATION/LEAD FACILITY or any of its subfacilities.
- H. Any failure by the CORPORATION/LEAD FACILITY to adhere to the confidentiality provisions of this contract.

IX. **CONFIDENTIALITY**

- A. **Release of Contract Information to the DEPARTMENT:** The CORPORATION/LEAD FACILITY agrees to provide to the DEPARTMENT, upon request, all records related to the contract including, but not limited to, client records, statistical information, board and other administrative records, and financial records, including budget, accounting activities, financial statements, and the annual audit in accordance with Code of Federal Regulations, Title 45.
- B. **Confidentiality of Client Records:** The CORPORATION/LEAD FACILITY's policies and procedures shall provide that records regarding the identity, diagnosis, prognosis, and services provided to any client in connection with the performance of the contract are confidential and that such records shall be disclosed only under the circumstances expressly authorized under state or federal confidentiality laws, rules or regulations.
- C. **Security of Client Files and Data:** The CORPORATION/LEAD FACILITY's employees, agents, and subfacilities shall be allowed access to confidential records only as necessary for the performance of their duties related to the contract and in accordance with the policies and procedures of the custodian of the records. The CORPORATION/LEAD FACILITY shall maintain policies and procedures for safeguarding the confidentiality of such data, and may be liable civilly or criminally under state or federal confidentiality laws, rules or regulations for the unauthorized release of such information.

D. Unauthorized Disclosure: The CORPORATION/LEAD FACILITY shall maintain the confidentiality of all records related to this contract in accordance with state and federal laws and regulations. The CORPORATION/LEAD FACILITY shall protect from unauthorized disclosure all confidential records and data, including but not limited to the names and other identifying information of persons receiving services pursuant to this contract, except for statistical information not identifying any client. The CORPORATION/LEAD FACILITY shall not use such identifying information for any purpose other than carrying out the CORPORATION/LEAD FACILITY's obligations under this contract.

X. QUALIFICATIONS OF STAFF

A. The CORPORATION/LEAD FACILITY shall be responsible for assuring that all persons, whether they are employees, agents, subfacilities or anyone acting for or on behalf of the CORPORATION/LEAD FACILITY, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The CORPORATION/LEAD FACILITY shall provide standards for service CORPORATION/LEAD FACILITYs who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

B. CORPORATION/LEAD FACILITY'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT: The CORPORATION/LEAD FACILITY certifies pursuant to 31 CFR part 19 that neither it nor its principles are presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. The CORPORATION/LEAD FACILITY further agrees to comply with the regulations implementing executive order 12549 regarding debarment and suspension.

XI. CONTRACT ADMINISTRATION

A. STATUS OF CORPORATION/LEAD FACILITY: The CORPORATION/LEAD FACILITY shall at all times be deemed an independent contractor. The CORPORATION/LEAD FACILITY, its employees, agents, and any subfacilities performing under this contract are not employees or agents of the State of Iowa or any agency, department, or division of the state. The CORPORATION/LEAD FACILITY shall be responsible for all its withholding taxes, social security, unemployment, worker's compensation and other taxes and shall hold the DEPARTMENT harmless for any claims for same. If the CORPORATION/LEAD FACILITY is a non-profit organization or affiliated with a government organization, the CORPORATION/LEAD FACILITY shall file all required state and federal reports to maintain such status.

B. COMPLIANCE WITH THE LAW: The CORPORATION/LEAD FACILITY, its employees, agents, and subfacilities shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the work and services under this agreement, including without limitation the following: all laws applicable to the prevention of discrimination in employment, all laws applicable to the nondiscriminatory provision of services or benefits, all laws applicable to accessibility of facilities, and all laws applicable to the use of targeted small businesses as sub-facilities or suppliers. The CORPORATION/LEAD FACILITY, its employees, agents, and sub-facilities shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work and services to be performed under this cooperative agreement.

XII. CORPORATION/LEAD FACILITY'S CERTIFICATION REGARDING LOBBYING

A. The CORPORATION/LEAD FACILITY certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the CORPORATION/LEAD FACILITY, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an

officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the CORPORATION/LEAD FACILITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- C. The CORPORATION/LEAD FACILITY shall require that the language of this section be included in the award documents for all sub awards at all levels (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code of Federal Regulations. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XIII. CORPORATION/LEAD FACILITY'S CERTIFICATION REGARDING BROKERING

- A. The CORPORATION/LEAD FACILITY certifies that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained by the CORPORATION/LEAD FACILITY for the purpose of securing business. For breach or violation of this certification, the DEPARTMENT shall have the right to terminate this contract without liability, or in its discretion, to deduct from the contract price or to otherwise recover the full amount of such commission, percentage, brokerage, or contingency.

XIV. CORPORATION/LEAD FACILITY'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- A. The CORPORATION/LEAD FACILITY shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The CORPORATION/LEAD FACILITY is required to report any conviction of employees under a criminal drug statute for violations occurring on the CORPORATION/LEAD FACILITY's premises or off the CORPORATION/LEAD FACILITY's premises while conducting official business. A report of a conviction shall be made to the DEPARTMENT within five (5) working days after the conviction.

XV. CORPORATION/LEAD FACILITY'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service healthcare providers whose sole source of applicable Federal funds is Medicare; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- B. The CORPORATION/LEAD FACILITY certifies that it will comply with the requirements of the Act and the provisions of Iowa's Smokefree Air Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- C. The CORPORATION/LEAD FACILITY agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

- XVI. SUPERSEDES FORMER CONTRACTS: This contract supersedes all prior contracts between the DEPARTMENT and the CORPORATION/LEAD FACILITY for work and services provided in connection with this contract.
- XII. AMENDMENTS: Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement.
- XVII. EFFECTIVE DATES: This agreement shall be in effect from CORPORATION/LEAD FACILITY'S receipt of this contract signed by DEPARTMENT, for a term of six (6) years, or until terminated in accordance with Section V above.

Nalo Johnson, PhD
Director, Division of Health Promotion &
Chronic Disease Prevention

Corporation/Lead Facility Signature	Date Signed
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